

**PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT**

**FOR AND IN CONSIDERATION** of the payment to Catawba County Government at this time of the sum of **ONE THOUSAND FIVE HUNDRED, SIXTY ONE DOLLARS AND 93/100 (\$1,561.93)**, the receipt of which is hereby acknowledged, I/we, **Catawba County Government and the Catawba County Sheriff's Office** the undersigned, legal representative and owners of 2016 Ford Transit Cargo Van, VIN 1F8W22M7GKA01721, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina and Buncombe County Sheriff's Office, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which we may now or hereafter have, resulting from an accident on or about the 5<sup>th</sup> day of June, 2018, at or near the sallyport exit area of the Buncombe County Detention Center, 20 Davidson Dr., Asheville, North Carolina.

I/We **Catawba County Government and the Catawba County Sheriff's Office**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Catawba County Government and the Catawba County Sheriff's Office**, further state that we have carefully read the foregoing release and know the contents thereof, and we sign the same of our own free will.

  
For Catawba County Government

  
For Catawba County Sheriff's Office

25 Government Dr., Newton NC 28658  
Address of Property Owner

7/11/18  
Date

(STATE OF NORTH CAROLINA  
COUNTY OF Catawba)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by MB Catawba County and the Catawba County Sheriff's Office CR

this 11<sup>th</sup> day of July, 2018.

My Commission Expires: April 7, 2022  
  
NOTARY PUBLIC, NORTH CAROLINA



**PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT**

**FOR AND IN CONSIDERATION** of the payment to me, Donald Hall, at this time, of the sum of **Six Hundred Ninety One Dollars and 81/100 (\$691.81\*)** the receipt of which is hereby acknowledged, I, Donald Hall, the undersigned, legal representative and owner of 2016 Chevrolet Colorado LT Pick-up Extended Cab, VIN 1GCHTCE3XG1297068, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Solid Waste, Jimmy Moore, in his individual and official capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage, which I may now or hereafter have resulting from an accident on or about the 24th day of July, 2018, at the Buncombe County Landfill, in Asheville, North Carolina.

I, Donald Hall, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, entities, and organizations hereby released.

I, Donald Hall, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

  
Signature of Property Owner

21 Jamie Hill Drive

Asheville, NC 28801

Address of Property Owner

August 20, 2018  
Date

(STATE OF NORTH CAROLINA  
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by DONALD HALL

this 20 day of August, 2018

My Commission Expires: 03/26/2023



RYAN S. MATTHEWS  
Notary Public  
North Carolina  
Buncombe County

  
NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA



## Condition Report

Date: 8/19/2018  
Property Condition: Repairable

Assignment Number  
951-807-0154-1

**Office:**

PDAAsheville, NC #951  
P.O. Box 1067  
Asheville, NC 28802-1067  
Phone: 828-296-1706  
Fax: 828-296-1707

Insurance Company:  
BRENTWOOD SERVICES INC  
Adjuster: Teresa Jenkins

**Vehicle/Owner Information:**

Insured: Buncombe County  
Claimant: Donald Hall  
Vehicle: 2016 Chevrolet Colorado  
VIN #:

**Loss Recap for Repairable**

Damage Appraisal..\$1,150.41  
Percent of ACV..... 4.22 %  
Deductible.....\$0.00  
Total.....\$1,150.41  
Approximate ACV...\$27,250.00

Assignment Received: 7/27/2018

Date of Loss:

Date of First Contact: 7/30/2018

Date of Inspection: 7/30/2018

Inspection Location:

**Repair Facility:**

Moss Body Shop  
465 N Louisiana Ave Asheville, NC 28806  
Phone: (828) 255-0664  
Fax: (828) 252-9710  
Contact: Tina

Tax# 45-4392712

**Loss Recap**

Estimated Amount of Open Damages: \$0.00

Estimated Salvage Value: \$0.00

Repair Facility Estimate Amount: \$0.00

Recommendation: Repairable

Primary Damage: Right Rear Side

Secondary Damage:

Damage Appraisal: \$1,150.41

Claim #: AUTO20180000759

Policy #:

Agreed Scope of Damage: Yes

Days to Repair: 3

Appearance Allowance: No

Betterment/Depreciation: No

Applicable:

Reason:

Tow Charges: \$0.00

Storage Rate Per Day / Total: N/A

Direction to Pay: Unknown

Drivable: Unknown

**Condition Summary**

Interior: Average  
Paint: Average

Engine:  
Mileage: 0

Special Equipment:

Approx Cost of Special  
Equipment: \$0.00

**Tire Information:**

Tread Depth:  
(in 32nd's)  
LF:0 RF: 0  
LR:0 RR: 0  
Spare:0

Size:  
Type:

**Remarks**

The vehicle has damage to the right bed side.  
The vehicle may have hidden damage when in the shop and under the shop lights.  
The vehicle was inspected at the owners residence.  
The vehicle may have a supplement for around 200.00 to 500.00  
The owner was present at the time of inspection.  
No Frame or Suspension Damage Visible  
A copy of the estimate was not distributed per your instructions.  
\*\*\*\*\* Supplement \*\*\*\*\*  
This is the supplement for the hidden damage. The supplement is \$ 458.60 .  
Please pay the shop for the supplement . Thanks.

**Open Items**

NORTH CAROLINA INDUSTRIAL COMMISSION

I.C. No. W11001; KIMBERLY MULL, Plaintiff, v. COUNTY OF BUNCOMBE, NORTH CAROLINA, A BODY POLITIC, Employer and BRENTWOOD SERVICES ADMINISTRATORS, INC., Insurer, Defendants.

ORDER APPROVING FINAL COMPROMISE SETTLEMENT AGREEMENT  
BY ANTHONY L. LUCAS, Special Deputy Commissioner

FILED: 12/04/18

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's approval.

A P P E A R A N C E S

Plaintiff: Kimberly Mull, *Pro se*  
476 Flint Hill Road, Alexander, NC 28701

Defendant: Teague, Campbell, Dennis & Gorham, Asheville, NC  
Julia S. Hooten, Counsel of Record.  
FAX: 828-254-4516  
\*\*\*\*\*

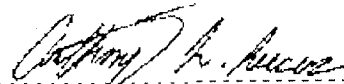
After giving due consideration to all matters involved in this case in accordance with Chapter 97, the Commission Rules, and upon the Defendants' stated or implied representation that all medical reports have been submitted with the agreement to the Commission as required by Rule 502(b)(1), the compromise settlement agreement is deemed by the Commission to be fair and just and in the best interests of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan that paid medical expenses of Plaintiff, have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of **SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00)**, in one lump sum, without commutation. Compliance with the terms of the agreement shall discharge Defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

It is expressly recognized that plaintiff's claim is strongly contested, that defendants are not by this agreement admitting, nor is the Industrial Commission finding liability and that plaintiff, by accepting the agreement, is avoiding the risk that the claim will be totally denied by the Commission.

It is to be noted, however, that this Order does not purport to approve, resolve, or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

Defendants shall pay the costs.

DEFENDANTS  
Shall File a Form 28C Report  
Upon Receipt of this Order.

  
Anthony L. Lucas  
Special Deputy Commissioner

NORTH CAROLINA INDUSTRIAL COMMISSION

**I.C. No. 17-028585, JEREMIAH SEXTON, Employee, Plaintiff v. COUNTY OF BUNCOMBE, NORTH CAROLINA, A BODY POLITIC and BUNCOMBE COUNTY SHERIFF'S OFFICE, Employer and BRENTWOOD SERVICES ADMINISTRATORS, INC., Insurer, Defendants.**

ORDER APPROVING FINAL COMPROMISE SETTLEMENT AGREEMENT BY

FILED: 20 September 2018

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's approval.

A P P E A R A N C E S

Plaintiff: Brian Elston Law; Asheville, NC  
Brian D. Elston, Counsel of Record.  
FAX: 828-575-9705  
[brian@brianelstonlaw.com](mailto:brian@brianelstonlaw.com)

Defendant: Teague, Campbell, Dennis & Gorham; Asheville, NC  
Julia S. Hooten, Counsel of Record.  
FAX: 828-254-4516  
[jhooten@teaguecampbell.com](mailto:jhooten@teaguecampbell.com)

\*\*\*\*\*

After giving due consideration to all matters involved in this case in accordance with Chapter 97, the Commission Rules, and upon the Defendants' stated or implied representation that all medical reports have been submitted with the agreement to the Commission as required by Rule 502(b)(1), the compromise settlement agreement is deemed by the Commission to be fair and just and in the best interests of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan that paid medical expenses of Plaintiff, have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)**, in one lump sum, without commutation. Compliance with the terms of the agreement shall discharge Defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

It is expressly recognized that plaintiff's claim is strongly contested, that defendants are not by this agreement admitting, nor is the Industrial Commission finding liability and that plaintiff, by accepting the agreement, is avoiding the risk that the claim will be totally denied by the Commission.

An attorney's fee of \$ 2,500.00 is approved for plaintiff's counsel of record. This amount shall be deducted from the sum due plaintiff and paid directly to plaintiff's counsel.

It is to be noted, however, that this Order does not purport to approve, resolve, or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

Defendants shall pay the costs.

A handwritten signature in black ink, reading "James C. Gille", followed by a horizontal line.

---



## PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **SEVEN HUNDRED, FIVE DOLLARS AND 94/100 (\$705.94)**, the receipt of which is hereby acknowledged, I/we, **Neal Sharpe and Lorraine Sharpe**, the undersigned, legal representative and owners of 2013 Acura RDX, VIN 5J8TB3H30DL008015 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, Buncombe County, a body politic, Buncombe County Sheriff's Department, and Sarah Hofecker in her individual and official capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 22<sup>nd</sup> day of May, 2018, at or near intersection of Deaverview Road and Patton Avenue, Asheville, North Carolina.

I/We **Neal Sharpe and Lorraine Sharpe**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Neal Sharpe and Lorraine Sharpe**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Neal Sharpe  
Signature of Property Owner

Lorraine Sharpe  
Signature of Property Owner

3702 Elk Way Indian Trail, NC  
Address of Property Owner  
28019

8/8/2018  
Date

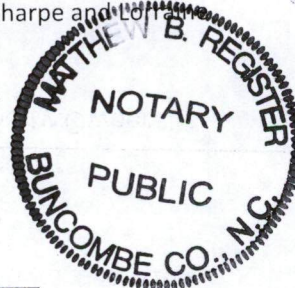
(STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by NS Neal Sharpe and Lorraine Sharpe ms

this 8<sup>th</sup> day of AUGUST, 2018.

My Commission Expires: 9/29/18

Matthew B. Register  
NOTARY PUBLIC, NORTH CAROLINA



## PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

**FOR AND IN CONSIDERATION** of the payment to me at this time of the sum of **ONE THOUSAND SIX HUNDRED, EIGHT DOLLARS AND 00/100 (\$1,608.07)**, the receipt of which is hereby acknowledged, I/we, **Dennis Thurman and Marilyn Thurman**, the undersigned, legal representative and owners of 2012 Toyota Prius, VIN JTDKN3DU1C1538567 do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, a body politic, Buncombe County Sheriff's Office, and James Hall, in his individual and official capacities, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage or bodily injury, which I may now or hereafter have, resulting from an accident on or about the 7th day of June, 2018, at or near intersection of the Interstate 26 #40 exit ramp and NC 280 (New Airport Road), Fletcher, North Carolina.

I/We **Dennis Thurman and Marilyn Thurman**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I/We, **Dennis Thurman and Marilyn Thurman**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.



Signature of Property Owner



Signature of Property Owner

5 Owlwood Dr. Candler, NC 28715

Address of Property Owner

7/27/18

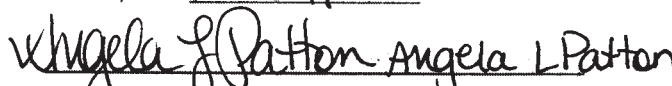
Date

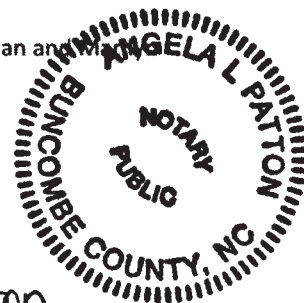
(STATE OF NORTH CAROLINA  
COUNTY OF Buncombe)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Dennis Thurman and Marilyn Thurman

this 27 day of July, 2018.

My Commission Expires: NOV 24, 2022

  
NOTARY PUBLIC, NORTH CAROLINA





GSP TRANSPORTATION INC 410107  
DBA HERTZ RENT A CAR 891 PATTON AVE  
ASHEVILLE, NC 28806  
(828) 225-1828

**Contract # L29000171**

DENNIS THURMAN  
5 OWLWOOD DR  
CANDLER, NC 28715

### Rental Summary

1. Unit #: 0086462			<u>Date</u>	<u>Time</u>	<u>Odom</u>	<u>Fuel</u>	<u>Loc</u>
Rented Class: Midsize	Lic: 8J41Y7	TN(S)	Out: 07/18/2018	9.03	5,743	8	ASV
2018 NISSAN SENTRA	VIN: 3N1AB7AP8JY297256		In: 07/23/2018	16.03	5,896	8	ASV

### Charge Summary

<u>Description</u>	<u>Charged</u>	<u>Rate</u>	<u>Per</u>	<u>Amount</u>
Regular: Overtime Hour		10.64	hour	.00
Regular: Weekly	1 @	148.93	week	148.93
Regular: Extra Day		21.28	day	.00
Net T&M				148.93
ROADSIDE ASSISTANCE	6 @	.00	day	
ADDITIONAL DRIVER	6 @	.00	day	
SALES TAX - ASV		11.000	%	16.38
Subtotal of Other Charges				16.38
Total Charges				165.31
Deposit VI XXXX 5813		07/18/2018		165.31
Total Deposits/Payments				165.31
Net Due				0.00

HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK  
1) Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)  
2) Enter Access Code: 9270201  
3) Take Brief Survey

Received 7/31/2018 10:26 AM



## Payment Voucher

# HOLD

Voucher Number	Date Issued	Voucher Amount	Claim Number	Claimant
----------------	-------------	----------------	--------------	----------

31567	8/7/2018	\$1,254.48	AUTO20180000632	Thurman, Dennis
-------	----------	------------	-----------------	-----------------

**Vendor:**

HARRY'S BODY & FENDER  
15 Piney Park Rd.  
Asheville, NC 28808

**Payer:****Claimant ID/SSN:** XXX-XX-**Date of Loss/Injury:** 6/7/2018

Claim Number	Claimant Name	Loss Date	Payment Transaction	From	Through	Amount
AUTO20180000632	Thurman, Dennis	6/7/2018	Vehicle Repair	8/7/2018	8/7/2018	\$1,254.48

Comments: Supplemental Repairs to 2012 Toyota Prius VIN #JTDKN3DU1C1538567 belonging to Dennis & Marilyn Thurman

**SPEND CATEGORY:** INSURANCE CLAIMS

**FUND:** 480  
**COST CENTER:** BENEFITS & RISK  
**PROGRAM:** AUTO LIABILITY  
**WORKTAG:** Sheriff